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# Program Memorandum Intermediaries/Carriers

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Department of Health &  
Human Services (DHHS)  
Centers for Medicare &  
Medicaid Services (CMS)

Transmittal AB-03-066

Date: MAY 9, 2003

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## CHANGE REQUEST 2542

### **SUBJECT: Issuance of the Eligibility File-Based Standard Trading Partner Agreement (TPA) for the Purpose of Coordination of Benefits (COB)**

This instruction updates Part 1, §1601 of the Medicare Intermediary Manual, and Part 1, §4601 of the Medicare Carriers Manual.

Over the past several months, CMS met with a group of Medicare contractors, representative of all standard systems, to gauge the current TPA environment. This group has helped CMS identify many significant issues related to our effort to standardize TPAs used for COB (otherwise known as “crossover”) and has provided substantive comments on numerous TPA draft copies. In addition, CMS has shared drafts of the Standard TPA with various internal and external stakeholders and has received many comments on those documents. One major outgrowth of the comments received was a decision to develop two (2) sets of Standard TPAs—one for insurers and State Medicaid Agencies (SMAs) that submit eligibility files to you; another for Medigap plans and SMAs that do not send eligibility files to you (i.e., the COB process is claims driven). These Agreements have been labeled, the “Eligibility File-Based Standard Trading Partner Agreement” and the “Claims-Based Standard Trading Partner Agreement.” Through this instruction, CMS is issuing the Eligibility File-Based Standard TPA. CMS is currently evaluating whether it will require Medigap insurers and State Medicaid Agencies that do not submit eligibility files but receive electronic COB files to enter into TPAs with Medicare carriers. If CMS establishes this requirement, it will issue the Claims-Based Standard TPA, in the near future, to Medicare carriers via a separate instruction. In the meantime, carriers should continue to develop their own customized Agreements to accommodate the less common scenario of Medigap insurers and SMAs that do not submit eligibility files.

### **COB Trading Partners Verses Trading Partner Business Associates**

For COB TPA purposes, trading partners are defined as those entities that are responsible for the health care costs of their insured populations. Valid COB *trading partners* include Medigap insurers, supplemental insurers/employer retiree health plans, self-insured employer plans, multiple welfare trusts, employer-sponsored managed care organizations (MCOs) State Medicaid Agencies (SMAs), and other federal agencies, or contractors thereof, that bear financial liability for the costs of health care services for their eligible populations. These represent appropriate entities with whom you should enter into TPAs. *Trading partner business associates*, by contrast, are defined as healthcare clearinghouses, third party administrators, administrative services-only contract organizations, and other service vendors that assist insurer trading partners with their COB processes. You are not to enter into TPAs for the purpose of COB data interchanges with trading partner business associates.

### **The Role of Trading Partner Business Associates (Clearinghouses/Third Party Administrators/ASOs) in the COB Process**

The CMS recently issued a new policy that prohibits you from entering into new TPAs with non-insurer entities (e.g., healthcare clearinghouses and third party administrators/administrative services only organizations [ASOs]); for more information, see Program Memorandum (PM) AB-02-095, dated July 5, 2002; subject: “Prohibition on New Trading Partner Agreements with Certain Entities for the Purpose of Coordination of Benefits.” To restate, you may not enter into TPAs directly with entities that are paid by any of the trading partner entities, defined above, to perform administrative

functions (e.g., file exchange or file transformation activities) on their behalf. Again, such entities include healthcare clearinghouses, third party administrators/ASOs, or other vendors. This does not mean you are precluded from dealing with a trading partner's contracted agent—clearinghouse, third party administrator, or ASO. However, the TPA must be signed by the entity responsible for health care costs. You may continue to receive eligibility files from and send crossover (COB) files to healthcare clearinghouses, third party administrators, and other ASOs that work under contract with a valid trading partner. CMS realizes that direct negotiation of multiple TPAs with individual supplemental insurers may increase administrative burden. Therefore, you may execute one Standard TPA that includes multiple copies of the signature/executions page (Section X) and Attachment IV, whereby all insurer trading partners that are represented by the same clearinghouse/third party administrator/ASO provide distinct original signatures on each copied page. You may work directly with healthcare clearinghouses/third party administrators/ASOs to procure the necessary insurer signatures.

### **Entities That Are Trading Partners (Insurers) for One Line of Business and Trading Partner Business Associates for Other Lines**

Many entities function as insurers for one line of business and third party administrators for other lines. Also, some entities function as insurers for one line of business and healthcare clearinghouses for other lines. If, for example, you encounter a health plan that is a trading partner (insurer) for one group of Medicare beneficiaries and serves as a trading partner business associate (clearinghouse and/or third party administrator/ASO) under contract with another insurer for another group, the health plan **cannot** be covered exclusively by one Standard TPA. The health plan that is an insurer would sign a TPA with you, and you would enter into a separate TPA with the insurer with whom that same plan contracts in the capacity as clearinghouse and/or third party administrator/ASO.

### **Using the Eligibility File-Based Standard TPA**

You must use the Eligibility File-Based Standard TPA when entities submit eligibility files to you for purposes of claims crossover (COB). The attached Standard TPA contains the required language regarding individually identifiable data provisions found in the Privacy Act of 1974 and the HIPAA privacy rule. Beginning with the issuance date of this PM, you should begin using the attached Standard TPA for all new and renegotiated agreements. (Specifics on deadlines by which these Agreements must be used appear later in this instruction.)

The Eligibility File-Based Standard TPA is comprised of four (4) attachments. Attachment I features administrative contact information and data transfer schedule options. Attachment II provides a listing of claims selection options that are currently supported by each of the five Medicare standard systems. Offer these claims selection options to your trading partners based on your standard system affiliation (see exception below as it applies to users of FISS). In Attachment III, your trading partner chooses from five (5) options to identify the type of insurer entity it most closely represents. And, in Attachment IV, the COB trading partner (insurer) is given space to designate contracted/subcontracted entities that participate in its COB process. If more than two entities participate in the COB process, the second page of Attachment IV may be copied and attached to accommodate this scenario.

The Standard TPA should be used in its entirety and **no** modifications should be made to the language and formatting presented in the Agreement. The only exceptions to this proviso are the following:

- Medicare contractors need only use the version of Attachment II (Claims Selection Options) that applies to the standard systems they utilize. That is, Medicare contractors on VMS should only use Attachment II for VMS—Part B and DMERC. They should not include any other versions of Attachment II (i.e., FISS, APASS, or MCS) with their Standard TPA packages.

- Trading partners should leave Attachment IV blank when they do not contract/subcontract file exchange activities.
- Intermediaries on FISS may modify Attachment II if they elect not to use their standard system's suite of claims selection options for specific business reasons.

### **Completion of Attachments For Clearinghouses/Third Party Administrators/ ASOs That Contract With Multiple Trading Partner Entities**

Use the following procedures when multiple trading partner entities contract with the same clearinghouse or third party administrator for COB activities:

- Attachments I and II should be completed by the healthcare clearinghouse/third party administrator/ASO. Attachments III and IV must be completed by the individual insurers that use the same clearinghouse/third party administrator/ASO.
- For purposes of Attachment I, the clearinghouse/third party administrator/ASO should provide its information under "Trading Partner Contact Information."
- For purposes of Attachment II, as is true today, all insurers that contract with the same healthcare clearinghouse/third party administrator/ASO will be offered the same set of claims selection options.
- Throughout the Attachments, where responses for "Name" and "Identification Number" are requested, the name of the clearinghouse/third party administrator/ASO should be reported for "Name." The Trading Partner ID Number you have assigned to the clearinghouse/third party administrator/ASO should be reported for "Identification Number."
- For purposes of Attachments III and IV, the name of the supplemental insurer that contracts with a particular clearinghouse/third party administrator/ASO must be provided for "Trading Partner Name."

### **Telecommunication Network/Tape Sheet**

If the parties agree that Attachment I does not provide sufficient detail about the transfer method used for both incoming eligibility files and outgoing COB claim files, either party may develop a separate telecommunication network/tape sheet. Do not attach this sheet to the Standard TPA. You may, however, include it with your overall package that you send to your trading partner.

### **Medigap Insurers That Receive COB Data Via Paper**

Medigap insurers or SMAs that customarily receive COB (crossover) data from Medicare carriers via paper are not required to enter into TPAs. CMS will notify its Medicare carriers if this policy changes in the future.

### **Deadline for Terminating Agreements with Trading Partner Business Associates and Renegotiating Existing Agreements**

Terminate all TPAs that you have executed for the purpose of COB with trading partner business associates (healthcare clearinghouses, third party administrators, and other ASOs) **no later than September 30, 2003**. This includes TPAs that are in test mode in advance of the deadline. Simultaneous to terminating these TPAs, enter into new agreements, using the Standard TPA, with the individual insurers that were formerly subsumed within the Agreements you executed with various non-insurers. As aforementioned, insurers may still subcontract file exchange activities to clearinghouses and related non-insurer entities. The difference is that now they will

designate these non-insurers as their subcontractors within a given attachment of the Standard TPA that they will sign with you.

You were instructed in our previous PM (see AB-02-095) to add a termination with a 60 (sixty) days advance notice clause in all new or renewal TPAs in anticipation of the Standard TPA's issuance. Such a clause would provide your trading partners with adequate notice regarding termination of those agreements. Renegotiate all existing insurer TPAs using the Eligibility File-Based Standard TPA **no later than September 30, 2003**.

The CMS strongly encourages all Medicare contractors to begin the process of terminating and renegotiating TPAs used for COB purposes at their earliest opportunity.

### **Outreach to Stakeholders**

The CMS has developed an informational packet on the Standard TPA and the COB process for the benefit of external stakeholders that may be affected by the issuance of the Standard TPA and related operational policies. This packet, together with the Eligibility File Standard TPA and accompanying attachments, is available at: [http://cms.hhs.gov/providers/edi/cob\\_tpa.asp](http://cms.hhs.gov/providers/edi/cob_tpa.asp). Refer all interested parties that pose questions about the Standard TPA and related COB processes to this site.

**The *effective date* for this PM is May 23, 2003.**

**The *implementation date* for this PM is May 23, 2003.**

**These instructions should be implemented within your current operating budget.**

**This PM may be discarded after May 1, 2004.**

**If you have any questions, contact Brian Pabst, 410-786-2487, or your Consortia EDI Coordinator.**

4 Attachments



## **CENTERS FOR MEDICARE & MEDICAID SERVICES ELIGIBILITY FILE-BASED STANDARD TRADING PARTNER AGREEMENT**

This agreement for coordination of health insurance benefits (hereinafter referred to as "Agreement") is entered into by and between the "Trading Partner" (as provided in Section X) and the Centers for Medicare & Medicaid Services (CMS) Contractor (as provided in Section X). In order to secure data that reside in a CMS Privacy Act System of Records and data maintained by a Trading Partner for Medicare supplemental (sometimes termed secondary) insurance purposes, and in order to ensure the integrity, security, and confidentiality of the aforesaid data, and to permit appropriate disclosure and use of such data as permitted by law, the CMS Contractor and the Trading Partner enter into this Agreement to address the conditions under which data will be exchanged for the purpose of coordinating health insurance benefits between the Medicare Program and the supplemental insurer or the State medical assistance program.

Whereas the Trading Partner may contract with an entity to perform some or all the functions associated with this Agreement, the Trading Partner must require any entity with whom it contracts, and any subcontractors thereof, to comply with all applicable requirements and terms of this Agreement. The Trading Partner will obtain satisfactory assurance and documentation of the satisfactory assurance, as required under 45 CFR §164.502(e), from any entity with whom it contracts, and any subcontractor thereof, that it will appropriately safeguard the protected health information covered by this agreement.

### **I. DEFINITIONS**

For the purpose of this Agreement:

- A. The term "Centers for Medicare & Medicaid Services (CMS)," formerly the Health Care Financing Administration, means a component of the U.S. Department of Health and Human Services (HHS) responsible for administration of the Medicare Program.
- B. "CMS Contractor" means a Medicare contractor responsible for Medicare claims processing.

- C. The term "Trading Partner" means an issuer of an insurance policy that supplements Medicare or a State agency responsible for administration of Title XIX of the Social Security Act. It can also refer to a federal agency, or contractor thereof, that administers and provides health care benefits for its eligible beneficiaries.
- D. The "Eligibility File" is the data file provided by the Trading Partner containing the required information to identify Medicare beneficiaries for whom the Trading Partner provides supplemental insurance coverage, medical assistance benefits, or additional health care benefits.
- E. The "COB Claims File" is the data file provided by the CMS Contractor containing Medicare adjudicated claims information for beneficiaries identified on the Eligibility File.
- F. The term "Line of Medicare Business" can refer to any of the following: Part A Intermediary, Part A Regional Home Health Intermediary (RHHI), Part B Carrier, and Part B Durable Medical Equipment Regional Carrier (DMERC).

## **II. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to facilitate the furnishing of COB (crossover) claims data for Medicare benefits processed for Medicare beneficiaries or their assignees under sections 1816 and 1842 of Title XVIII of the Social Security Act.

## **III. TERMS AND CONDITIONS**

### **A. FUNCTIONS TO BE PERFORMED BY THE TRADING PARTNER**

The Trading Partner shall perform the following functions:

1. Provide, at a minimum, a monthly full-file replacement updated Eligibility File. Absent an updated Eligibility File or if the file received is unreadable, the most current readable file will be used by the CMS Contractor to select crossover claims information.
2. All Eligibility Files must be prepared in accordance with CMS's file layout specifications as outlined in the following program transmittals: A-94-2, A-96-5, B-93-2, B-96-2.
3. Select claims options in Attachment II to indicate the types of Medicare crossover claims to be transferred. Provide thirty (30) calendar days advanced written notice to the CMS Contractor contact identified in Attachment I, Section II for subsequent changes to the crossover claims options selected in Attachment II.
4. Use the CMS Contractor assigned unique Trading Partner ID (herein referenced as "ID Number" in the Attachments section) in the prescribed Eligibility File layout and on all correspondence relating to this Agreement.

5. As appropriate, in Attachment IV, provide the requested information about all contractors, and subcontractors thereof, that have a contract with the Trading Partner to perform some or all the functions associated with this Agreement.

## **B. FUNCTIONS TO BE PERFORMED BY THE CMS CONTRACTOR**

The CMS Contractor shall perform the following functions:

1. Provide a unique assigned Trading Partner Identification Number, instructions, and specifications regarding such matters as installation procedures, record layout requirements, data transfer specifications, as necessary, for a timely and efficient test, implementation, and transfer of information under this Agreement.
2. Upon receipt of a full-file replacement Eligibility File update, integrate the file into the crossover claims process. Only records that successfully pass all edits will be used to prospectively select Medicare claims to be transferred.
3. Provide, at a minimum, a monthly COB Claims File in the layout, as provided on CMS's EDI Web site.<sup>1</sup> This file will include COB (crossover) claims data as specified on the Claims Selection Options in Attachment II. The frequency of data transfer will be outlined in Attachment I.
4. Notify all affected Medicare beneficiaries via EOMB or Medicare Summary Notice (except where CMS authorizes suppression of the notice) that the claims have been crossed over. Notify all affected providers via Remittance Advice that the claims have been crossed over.
5. Inform the Trading Partner of any pertinent changes in the system used by the CMS Contractor that may impact the claims data transferred. Such changes may include data set names, file format, points of contact, address changes, change in protocol, etc. When possible, the CMS Contractor will provide sixty (60) calendar days advance notice of such change. CMS and the CMS Contractor shall not be held liable for any cost incurred by the Trading Partner associated with or resulting from such change.

## **C. RECREATION OF LOST OR INDECIPHERABLE DATA**

If the Eligibility File or COB Claims File is lost, damaged, not readable, or the receiving party deems the data to be invalid, incorrect, or insufficient, the receiving party agrees to so notify the sender within ten (10) business days of the estimated date of delivery or the receipt date of the data file, whichever is applicable. The sender will replace the data file within ten (10) business days of such notification for correction or replacement at no additional cost to the receiving party. The CMS Contractor may charge a fee for requests for correction or replacement receive more than ten (10) business days after

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<sup>1</sup> Note that the COB 837 outbound transaction may also be referenced at: <http://www.wpc-edi.com>.

the estimated date of delivery or the receipt date of the data file, whichever is applicable.

#### **D. FEES AND PAYMENT TERMS**

State Medicaid Agencies are not to be charged crossover fees. All other Trading Partners will pay the CMS Contractor the standard rates established by CMS as follows:

1. Fees:
  - a) The recurring charges for electronic Medicare claims information transfer per claim is indicated in Section III of Attachment I. These fees are subject to change and will be altered by CMS, with notice, effective upon the date of the notice from the CMS Contractor.
2. Payment Terms:
  - a) Charges will be billed monthly by the CMS Contractor.
  - b) This Agreement may terminate if any invoice remains unpaid for a period of ninety (90) calendar days.

#### **IV. PRIVACY AND USE OF INFORMATION**

A. The individually identifiable health information described in this agreement is being furnished by the CMS Contractor and the Trading Partner for use in the electronic coordination of health insurance benefits between the Medicare Program and the supplemental insurer or the State medical assistance program. The CMS beneficiary-specific information is confidential and subject to the provisions of 5 USC §552a (i) (3) under the Privacy Act of 1974. Furthermore, the privacy rule under HIPAA (Standards for Privacy of Individually Identifiable Health Information) applies to all health plans, health care clearinghouses, and health care providers that transmit protected health information in electronic transactions. To assure that no records held confidential under the Privacy Act of 1974 and/or the HIPAA privacy rule are improperly used or disclosed, the CMS Contractor and the Trading Partner agree that any information furnished by the other party will be used only as authorized under the terms and conditions of this Agreement and may not be further disclosed. No party shall be permitted to disclose or use information that is of a proprietary nature, except as permitted by the terms of this Agreement.

The Trading Partner agrees to the following conditions:

1. That each individual on whom the information is being provided is insured by it as the supplemental insurer or, for a State Agency, the State provides medical assistance benefits for such individuals.
2. That it will utilize the information solely for the purpose of determining liability following Medicare's payment or determination.
3. That it will safeguard the confidentiality and prevent unauthorized access to the Medicare data.
4. That CMS retains all ownership rights to the COB Claims File and affirms that it does not obtain any right, title, or interest in any of the data furnished by CMS.

The CMS Contractor agrees that, pursuant to the Privacy Act of 1974, the HIPAA privacy rule, and the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 (Public Law 106-102, codified at 15 U.S.C. 6801), it shall maintain the confidential nature of all nonpublic personal information obtained from the Trading Partner on behalf of its customers—namely, Medicare beneficiaries.

- B. The Trading Partner, CMS, and the CMS Contractor shall establish appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the data. The safeguards should provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information Systems (<http://www.whitehouse.gov/omb/circulars/a130/a130.html>), which sets forth guidelines for security plans for automated information systems in Federal agencies. The Trading Partner agrees to the establishment of the following procedures:
1. Limit access to the data to only those employees, agents, and officials who need it to perform their duties in connection with the authorized use.
  2. Store and process the COB Claims File in such a manner that unauthorized persons cannot retrieve information by any means, including computers, remote terminals, or other means.
  3. Instruct all personnel and agents who will have access to the data regarding the confidential nature of the information, the safeguards required, and the criminal sanctions. Web-based training and other non-classroom alternatives are acceptable means for providing this instruction.
- C. The Trading Partner agrees that in the event CMS determines or has a reasonable belief that the Trading Partner has made or may have made disclosure of the COB Claims File information that is not authorized by this Agreement or other written CMS authorization, CMS, in its sole discretion, may require the Trading Partner to: (a) promptly investigate and report to CMS the Trading Partner's determinations regarding any alleged or actual unauthorized disclosure; (b) promptly resolve any problems identified by the investigation; (c) submit a formal written response to an allegation of unauthorized disclosure; (d) submit a corrective action plan with steps designed to prevent any future unauthorized disclosures; and/or (e) return data files to CMS. The Trading Partner understands that as a result of CMS's determination or reasonable belief that unauthorized disclosure(s) has or have taken place, the CMS Contractor may refuse to release further CMS data to the Trading Partner, report the unauthorized disclosure(s) to the proper government authority, and terminate this Agreement.
- D. The Trading Partner will obtain satisfactory assurance and documentation of the satisfactory assurance, as required under 45 CFR §164.502(e), from any entity with whom it contracts, and any subcontractors thereof, (e.g., clearinghouse, third party administrator, administrative service only contract, billing service, data transmission

service, or network service vendor) that it will appropriately safeguard the protected health information covered by this Agreement.

- E. If the Trading Partner wishes to use the COB Claims File provided by CMS under this Agreement for any purposes other than those outlined in this Agreement, the Trading Partner shall make a written request to CMS, Division of Benefit Coordination, C3-14-16, 7500 Security Boulevard, Baltimore, MD 21244-1850, outlining the additional purpose for which it seeks to use the data. If CMS determines that the Trading Partner's request to use the COB Claims File provided hereunder is acceptable, CMS will provide written approval to the Trading Partner for the additional proposed use of the data.

## **V. PENALTIES FOR UNAPPROVED USE OR DISCLOSURE OF DATA**

- A. The Trading Partner hereby acknowledges that criminal penalties under §1106 of the Social Security Act {42 U.S.C. §1306(a)} may apply to disclosures of information that are covered by §1106 and that are not authorized by regulation or by Federal law.
- B. The Trading Partner acknowledges that criminal penalties under the Privacy Act {5 U.S.C. §552a (i) (3)} may apply if it is determined that the Trading Partner, or any individual employed or affiliated therewith, knowingly and willfully obtained the individually identifiable data under false pretenses.
- C. The Trading Partner acknowledges that criminal penalties may be imposed under 18 U.S.C. §641 if it is determined that the Trading Partner, or any individual employed or affiliated therewith, has taken or converted to its own use data file(s), or received the file(s) knowing that (it) they were stolen or converted.
- D. The Trading Partner acknowledges that civil and criminal penalties under HIPAA (Public Law 104-191) may apply if it is determined that a person wrongfully discloses individually identifiable health information.

## **VI. LIMITATION OF LIABILITY**

The CMS Contractor shall use reasonable efforts to assure that the information, data, electronic files and documents supplied hereunder are accurate. However, CMS or its Contractor shall not be liable to the Trading Partner or any other party for any damages or expenses, including, without limitation, direct or indirect, special, incidental, consequential or punitive damages, court costs, and attorney fees or for damages in any amount incurred as a result of inaccuracies in any of the information, data, electronic files, or documents supplied hereunder.

## **VII. NOTICES**

Any notice and informational mail pertaining to this Agreement from either party to this Agreement shall be given in writing and mailed to the appropriate parties identified in

Attachment I under contact information and shall be deemed duly given when personally delivered or sent by overnight carrier or by certified mail, return receipt requested, postage prepaid. If either party to this Agreement changes its address during the term of this Agreement, that party shall provide notice of such change of address to the other party, pursuant to this paragraph. In addition, notices and informational mail pertaining to this Agreement may be conveyed via e-mail or other electronic notice if both parties agree to the use of this medium. Such notices are deemed as given based on the date of receipt within the electronic system used by the receiving party.

## **VIII. TERMS OF AGREEMENT**

- A. This Agreement may not be assigned and duties hereunder may not be delegated.
- B. This Agreement, together with the Attachments specified at Section XI, constitutes the whole agreement between the Trading Partner and CMS and shall not be altered or varied by oral understanding or agreement or by any other means not contemplated herein.
- C. This Agreement shall be effective upon the date of its execution by the Trading Partner and the CMS Contractor and shall automatically renew for successive periods of one (1) year, unless superseded or terminated.
- D. Either the Trading Partner or the CMS Contractor may terminate this agreement by giving at least sixty (60) calendar days advanced written notice to the other party. The provisions of Sections IV - VIII shall survive the expiration, cancellation, or termination of this Agreement.

## **IX. Attachments**

Both parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment I	Service Information
Attachment II	Claims Selection Options
Attachment III	Trading Partner Validation
Attachment IV	Trading Partner Contractor/Subcontractor Disclosure

**X. QUESTIONS OF INTERPRETATION OF THE AGREEMENT OR PRINCIPLES OF REIMBURSEMENT**

The Trading Partner shall refer questions of interpretation of this Agreement or principles of reimbursement to the person identified in Attachment I, Section II.

IN WITNESS WHEREOF, the CMS Contractor and the Trading Partner have executed this Agreement on the date indicated below.

ON behalf of the Trading Partner, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Name (Print) Title (Print)

\_\_\_\_\_  
Company/Organization (Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number E-mail Address

\_\_\_\_\_  
Signature Date

ON behalf of the CMS Contractor, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Name (Print) Title (Print)

\_\_\_\_\_  
Company/Organization (Print)

\_\_\_\_\_  
Line of Medicare Business

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number E-mail Address

\_\_\_\_\_  
Signature Date



## ATTACHMENT I

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
(Assigned by the CMS Contractor)

### Service Information

Note: Please provide written notice of contact information changes and allow fifteen (15) business days for updates to be processed by the CMS Contractor.

#### I. Trading Partner Contact Information

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**II. CMS Contractor Contact Information**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**III. Fees**

The current per claim standard rates follow:

- |                              |                                    |
|------------------------------|------------------------------------|
| 1. Medicare Part A and RHHI: | Sixty-nine Cents (\$.69) per claim |
| Medicare Part B and DMERC:   | Fifty-four Cents (\$.54) per claim |

Note: **State Medicaid Agencies are not to be charged the above fees.**  
These fees are subject to change and will be altered by CMS, with notice, effective upon the date of the notice from the CMS Contractor.

2. Other Fees (as applicable):

\_\_\_\_\_

**IV. Data Transfer Schedule**

**A. Incoming Eligibility File**

1. Frequency of Eligibility File: \_\_\_\_\_ (e.g., monthly)
2. Transfer Media Type: \_\_\_\_\_ (e.g., cartridge)

**ATTACHMENT I—(continued)**

For tape transfer, please forward the Eligibility File to the address below **(to be completed by the CMS Contractor)**:

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

For other than tape transfer, please use the following information to send the Eligibility File **(to be completed by the CMS Contractor)**:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. COB Claims File**

1. Frequency of COB Claims File: \_\_\_\_\_ (e.g., monthly)
2. Transfer Media Type: \_\_\_\_\_ (e.g., cartridge)

For tape transfer, please forward the COB Claims File to the address below **(to be completed by the Trading Partner)**:

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**ATTACHMENT I—(concluded)**

For other than tape transfer, please use the following information to send the COB Claims File **(to be completed by the Trading Partner)**:

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3. MSN/EOMB/RA Messages

How does the trading partner want its name to appear on Medicare Summary Notices (MSNs)/Explanation of Medicare Benefits (EOMBs)/ Remittance Advices (RAs)?

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# ATTACHMENT II—APASS

## Claims Selection Criteria Medicare Part A/RHHI

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
(Assigned by the CMS Contractor)

I.  I wish to receive all claims or

II.  If you did not check the above option, please select the types of claims as listed below.

**III. Type of Bills (TOBs)**

Check here if you would like to receive **all** types of bills . Otherwise, place a check mark next to the types of bills you wish to receive. If you select one or more types of bills, then you will receive only those claims with the types of bills you have chosen. The selection criteria are based on the first two digits of the type of bill.

**Part A TOBs:** Medicare Contractor, indicate **N/A** if TOB is not allowed.

	<b>TOB</b>	<b>DESCRIPTION</b>
<input type="checkbox"/> PART A	11	Hospital: Inpatient Part A
<input type="checkbox"/> PART A	12	Hospital: Inpatient Part B
<input type="checkbox"/> PART A	13	Hospital: Outpatient
<input type="checkbox"/> PART A	14	Hospital: Other Part B (Non-patient)
<input type="checkbox"/> PART A	18	Hospital: Swing Bed
<input type="checkbox"/> PART A	21	Skilled Nursing Facility: Inpatient Part A
<input type="checkbox"/> PART A	22	Skilled Nursing Facility: Inpatient Part B
<input type="checkbox"/> PART A	23	Skilled Nursing Facility: Outpatient
<input type="checkbox"/> PART A	71	Clinic: Rural Health
<input type="checkbox"/> PART A	72	Clinic: Freestanding Dialysis
<input type="checkbox"/> PART A	74	Clinic: Outpatient Rehabilitation Facility
<input type="checkbox"/> PART A	75	Clinic: Comprehensive Outpatient Rehabilitation Facility (CORF)
<input type="checkbox"/> PART A	76	Clinic: Comprehensive Mental Health Clinic
<input type="checkbox"/> PART A	83	Special Facility: Ambulatory Surgical Center
<input type="checkbox"/> PART A	85	Primary Care Hospital

**ATTACHMENT II—APASS (continued)**

**Specialty Part A TOBs:** Medicare Contractor, indicate **N/A** if TOBs are not allowed.

	<b>TOB</b>	<b>DESCRIPTION</b>
___PART A	24	Skilled Nursing Facility: Other Part B (Non-patient)
___PART A	28	Skilled Nursing Facility: Swing Bed
___PART A	41	Christian Science/Religious Non-Medical Services (Hospital)
___PART A	51	Christian Science/Religious Non-Medical Services (Extended Care Facility or Skilled Nursing Facility)
___FQHC	73	Clinic: Federally Qualified Health Center
___PART A	79	Clinic: Other

**RHHI TOBs:** Medicare Contractor, indicate **N/A** if TOBs are not allowed.

	<b>TOB</b>	<b>DESCRIPTION</b>
___RHHI	32	Home Health: Part B Trust Fund
___RHHI	33	Home Health: Part A Trust Fund
___RHHI	34	Home Health: Outpatient
___RHHI	81	Special Facility: Hospice Non-Hospital
___RHHI	82	Special Facility: Hospice Hospital

**ATTACHMENT II—APASS (concluded)**

**IV. Trading Partner, please use I (Include) or E (Exclude) for the following claims selections. Medicare Contractor, indicate N/A if type of claim is not allowed.**

Claim Type	Insurer indicate I or E <b>ONLY</b>
1. All denied claims or	
2. Exclude claims based on specific denial codes – <b>attach list with up to 20 ANSI Reason Codes</b>	
3. Original claims only or	
4. Original claims/adjustments	
5. All beneficiary liability claims or	
6. Beneficiary liability claims with coinsurance and deductible only	
7. Select claims based on payer id and payer name. <b>This option is used when a trading partner does not submit an eligibility file to the Medicare Contractor.</b> The PayerId and Payer Name must be an exact match to information on the claim). Pertains to form locator 50 of UB92 form. Values for PayerId are: A=Self pay, B=Workers Compensation, C=Medicare, D=Medicaid, E=Other federal program (FEP), F=Commercial insurance company, G=Blue Cross – Medicare Supplemental, H=CHAMPUS, I=Other	
8. All provider states or	
9. Specific providers states – <b>attach list with up to 10 states using two letter state abbreviation</b>	
10. All beneficiary states or	
11. Specific beneficiary states – <b>attach list with up to 10 states using two letter state abbreviation</b>	
12. All providers or	
13. Specific providers - <b>attach list with up to 49 providers</b>	

## ATTACHMENT II—FISS

### Claims Selection Criteria Medicare Part A/RHHI

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
**(Assigned by the CMS Contractor)**

- I.     \_\_\_ I wish to receive all claims or
- II.    **If you did not check the above option, please select the types of claims as listed below.**

**III.    Type of Bills (TOBs)**

Check here if you would like to receive all types of bills \_\_\_\_. Otherwise, place a check mark next to the types of bills you wish to receive. If you select one or more types of bills, then you will receive only those claims with the types of bills you have chosen. The selection criteria are based on the first two digits of the type of bill.

**Part A TOBs:** Medicare Contractor, indicate **N/A** if TOB is not allowed.

	<b>TOB</b>	<b>DESCRIPTION</b>
___ PART A	11	Hospital: Inpatient Part A
___ PART A	12	Hospital: Inpatient Part B
___ PART A	13	Hospital: Outpatient
___ PART A	14	Hospital: Other Part B (Non-patient)
___ PART A	18	Hospital: Swing Bed
___ PART A	21	Skilled Nursing Facility: Inpatient Part A
___ PART A	22	Skilled Nursing Facility: Inpatient Part B
___ PART A	23	Skilled Nursing Facility: Outpatient
___ PART A	71	Clinic: Rural Health
___ PART A	72	Clinic: Freestanding Dialysis
___ PART A	74	Clinic: Outpatient Rehabilitation Facility
___ PART A	75	Clinic: Comprehensive Outpatient Rehabilitation Facility (CORF)
___ PART A	76	Clinic: Comprehensive Mental Health Clinic
___ PART A	83	Special Facility: Ambulatory Surgical Center
___ PART A	85	Primary Care Hospital

**ATTACHMENT II—FISS (continued)**

**Specialty Part A TOBs:** Medicare Contractor, indicate **N/A** if TOB is not allowed.

	<b>TOB</b>	<b>DESCRIPTION</b>
___PART A	24	Skilled Nursing Facility: Other Part B (Non-patient)
___PART A	28	Skilled Nursing Facility: Swing Bed
___PART A	41	Christian Science/Religious Non-Medical Services (Hospital)
___PART A	51	Christian Science/Religious Non-Medical Services (Extended Care Facility or Skilled Nursing Facility)
___FQHC	73	Clinic: Federally Qualified Health Center
___PART A	79	Clinic: Other

**RHHI TOBs:** Medicare Contractor, indicate **N/A** if TOB is not allowed.

	<b>TOB</b>	<b>DESCRIPTION</b>
___RHHI	32	Home Health: Part B Trust Fund
___RHHI	33	Home Health: Part A Trust Fund
___RHHI	34	Home Health: Outpatient
___RHHI	81	Special Facility: Hospice Non-Hospital
___RHHI	82	Special Facility: Hospice Hospital

**IV. Trading Partner, please use I (Include) or E (Exclude) for the following claims selections. Medicare Contractor, indicate N/A if type of claim is not allowed.**

Claim Type	Insurer indicate I or E <b>ONLY</b>
14. Rejected /Denied claims	
15. Original claims only	
16. MSP claims	
17. Beneficiary liability	
18. All Payer Ids or	
19. Specific Payer Id –select using the following valid values: 1, 2, 3, 4, A, B, C, D, E, F, G, H, I, L, or Z)	
20. All Payer POS or	
21. Specific Payer POS –select using the following valid values: “A”-Primary, “B”-Secondary, “C”-Tertiary	
22. All provider states or	

**ATTACHMENT II—FISS (concluded)**

Claim Type	Insurer indicate I or E <b>ONLY</b>
23. Specific providers states – <b>attach list with up to 20 states using the first two digits of the Medicare provider number as the state code.</b>	
24. All providers or	
25. Specific providers - <b>attach list with up to 20 providers using a 13-position alphanumeric provider number.</b>	

## ATTACHMENT II—MCS

### Claims Selection Criteria Medicare Part B

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
(Assigned by the CMS Contractor)

**\*Note:** “All” means you will receive both assigned and non-assigned claims.

- I.     \_\_\_ \*I wish to receive all claims or
- II.    \_\_\_ I wish to receive **assigned** claims only or
- III.   \_\_\_ I wish to receive **non-assigned** claims only or
- IV.    If you **did not** check any of the above options, please select the types of claims you wish to exclude as listed below.

### Please use E (exclude) ONLY.

#### Original Claims

Claim Type	Insurer indicate E ONLY
1. Original claims paid at 100% not subject to deductible	
2. Original claims paid at 100% subject to deductible	
3. Original claims paid at greater than 100% of submitted charge	
4. 100% denied claims	
5. Duplicate denied claims	
6. Claims for dates of service outside the policy effective and end dates as indicated on the eligibility file	

#### Adjusted Claims

Claim Type	Insurer indicate E ONLY
7. Adjusted claims	

# ATTACHMENT II—VMS

## Claims Selection Criteria Medicare Part B/DME

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
**(Assigned by the CMS Contractor)**

**\*Note:** “All” means you will receive both assigned and non-assigned claims.

- I.     \_\_\_ \*I wish to receive all claims or
- II.    \_\_\_ I wish to receive **assigned** claims only or
- III.   \_\_\_ I wish to receive **non-assigned** claims only or
- IV.    If you **did not** check any of the above options, please select the types of claims as listed below.

**Please use I (Include) or E (Exclude) ONLY.**

**Original Claims**

Claim Type	*All or	Assigned only or	Non-assigned only
1. Original claims paid at 100%.			

**Adjusted Claims**

Claim Type	*All or	Assigned only or	Non-assigned only
2. Adjusted claims paid at 100%			
3. Adjusted claims denied at 100%			
4. Adjusted non-monetary/statistical claims			

**Denied Claims**

Claim Type	*All or	Assigned only or	Non-assigned only
5. 100% original denied claims			

## ATTACHMENT III

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
(Assigned by the CMS Contractor)

### Trading Partner Validation

Trading Partner Name: \_\_\_\_\_

Please check all the following that apply:

\_\_\_\_\_ The Trading Partner identified above offers one or more **Medigap** policies, also known as a Medicare supplemental policy, as defined in Section 1882(g)(1) of Title XVIII of the Social Security Act. A Medicare supplemental insurance policy is sold by private insurance companies to fill “gaps” in Original Medicare Plan coverage and is a group or individual policy which is advertised, marketed, or designed primarily as a supplement to reimbursements under Medicare for the hospital, medical, or surgical expenses of persons eligible for Medicare. Except in Massachusetts, Minnesota, and Wisconsin, there are 10 standard plans labeled Plan A through J. Medigap policies only work with the Original Medicare Plan.

\_\_\_\_\_ The Trading Partner identified above meets the following definition of a **Supplemental Insurer**. Provides the following: A policy affording coverage to Medicare beneficiaries that does not meet the above definition of a Medigap policy; includes a policy or plan of one or more employers or labor organization for employees or former employees; also may include a policy or plan of a health maintenance organization that provides coverage in connection with a group health plan.

\_\_\_\_\_ The Trading Partner is a **Federal agency**, or contractor thereof, that administers, provides, and/or pays health care benefits on behalf of its eligible beneficiaries.

\_\_\_\_\_ The Trading Partner identified above meets the following definition of a **Self-Insured Plan**. A self-insured plan is a group health plan under which the risk for the cost of the benefits provided is borne by the sponsoring employer or union.

\_\_\_\_\_ The Trading Partner identified above is a **State agency** responsible for administration of Title XIX of the Social Security Act.

\_\_\_\_\_  
Completed By (Title)

\_\_\_\_\_  
Date



## ATTACHMENT IV

### Trading Partner Contractor/Subcontractor Disclosure

Trading Partner Name: \_\_\_\_\_

The Trading Partner is responsible for ensuring that all of its contractors, including any subcontractors thereof, abide by all terms of the Agreement, including data release and privacy provisions. The Trading Partner must identify on this attachment any entity with whom it contracts, including any subcontractors thereof, to perform some or all the functions associated with this Agreement. This includes, but is not limited to, a billing service, data transmission service, clearinghouse, third party administrator, or network service vendor. Please provide written notice to the CMS Contractor contact identified in Attachment I, Section II within five (5) business days of any change to this attachment. Include additional pages to this attachment as needed.

Name of Contractor/Subcontractor:

\_\_\_\_\_

ID Number:

\_\_\_\_\_  
**(Assigned by the CMS Contractor)**

Address:

\_\_\_\_\_

City/State/Zip:

\_\_\_\_\_

Point of Contact:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**ATTACHMENT IV—(concluded)**

Description of function to be performed by the contractor/subcontractor with regard to this Agreement:

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Name of Contractor/Subcontractor:

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ID Number:

**(Assigned by the CMS Contractor)**

Address:

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City/State/Zip:

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Point of Contact:

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Telephone Number:

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E-Mail Address:

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Description of function to be performed by the contractor/subcontractor with regard to this Agreement:

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Completed By

(Title)

Date